

Terms and conditions

Terms and Conditions (“Terms”)

General Terms and Conditions for Purchases of Kasha Products

Introduction

These Terms set out the terms and conditions attached to the use of this website, call center, Mobile app, and USSD for the purchase of products by customers (**‘Customers’**) from Kasha Technologies Ltd (**‘Kasha’**) as well as visitors to the site who do not make any purchase.

Please read the Terms carefully. By using or accessing the Site, Mobile app, USSD or call center you are agreeing to be bound by these Terms in their entirety and we shall bear no liability for the failure of anyone to correctly interpret the Terms. However, Kasha shall provide any clarification on any of the Terms, and we shall respond to any such queries if addressed to the address set out in the ‘Contact us’ section at the Site. Our Site / Mobile app promotes various products, some of which can be used in the treatment of various illnesses or health-related issues. Our services from our Site, Mobile app, or call Centre are not intended or suited to be a replacement or substitute for professional medical advice, treatment, or diagnosis. Accordingly, all information, including but not limited to text, graphics, images (still or moving) and other material contained on this site is for reference and informational purposes only.

Provision of Products

Kasha is a mobile store that provides health and personal care products (the **‘Products’**). Products can be ordered from Kasha using any type of mobile phone and receive direct delivery of the Products. If a customer wishes to purchase any Product or service made available through the site, call center, Mobile app, or USSD such person may be asked to supply certain information relevant to the purchase including, without limitation, full names, telephone numbers, e-mail address, and country of residence. The provisions of the ‘Privacy’ section of these Terms shall apply to the provision of such information.

***You have to be 18 and above to place an order for pharmaceutical orders. By accepting these terms and conditions, you confirm this fact**

Exclusion of Liability

Kasha shall not be liable for any consequences that may arise from a Customer using Products purchased from the site, call center, Mobile app or USSD and the Customer shall be solely responsible for doing all necessary research to ensure that the Products purchased are suitable for them. The Customer is encouraged to read manufacturer’s instructions carefully with regard to usage of a Product, and Kasha shall not be held liable for a Product not meeting a Customer’s needs or for Customer’s failure to follow the relevant instructions for use of a Product. Furthermore, Kasha shall not be held responsible for the loss or damage of whatever nature resulting or caused by the loss, unauthorized use, damage, sale or manufacture of the Product. Where products sold by Kasha are subsequently affected by a manufacturing defect, failure, or are recalled by the respective manufacturer for whatever reason, Kasha will use its best endeavors to

inform the Customer of the same, and based on the circumstances, advise on the next steps. Where a product purchased by the Customer is found to be defective or damaged, the Customer may bring the product back to the Kasha warehouse from which it was dispatched from and officially lodge a query to enable Kasha to investigate and respond within thirty (30) days of the query being lodged.

Use of this site does not create a patient-medical professional relationship nor does it replace the same. Accordingly, reliance on our products or services is entirely at your own risk, and you assume full responsibility and risk of loss resulting therefrom.

Subject to the full extent permissible by law, neither Kasha nor any and/or all of the pharmacy/medical practitioners associated and/or involved with Kasha, including, but not limited to, their respective affiliates, associates, shareholders, directors, agents, consultants or employees will be liable for any personal and/or physical damages whatsoever relating to the use of, or inability to use, this site or the information contained herein.

Update of Terms

The Terms are subject to change at the discretion of Kasha and Kasha shall indicate such amendments by posting a notice on the site, call center, Mobile app, and USSD on any updated Terms. The updated Terms shall become effective upon being posted on the Site and continued use of the Site by Customers and visitors shall constitute formal acceptance of the new Terms. Kasha shall bear no liability for the failure of any person to be aware of any updated Terms or any person's failure to interpret the updated Terms correctly.

Pricing

The prices of each Product are set out on the sections of the Site that feature the relevant Product. Such prices are subject to change but Kasha shall not change the price for a Product that has already been paid for by a Customer. You hereby acknowledge that it is the obligation of the Customer to determine the current price of a Product. You should always update or "refresh" your screen to make sure that you are looking at the latest pricing and availability. Where there may be a rare error on the pricing of a product or an error related to product availability, Kasha will not be responsible for the same and we reserve the right to cancel the sale.

Privacy

Kasha shall safeguard the privacy of Customers and visitors to the site, Mobile app, and USSD and will keep all such visits, requests for information, any use of the site, call center, Mobile app, and USSD or purchase of any Products confidential. However, Kasha will collect information from Customers and visitors to the site, call center, Mobile app, and USSD for a variety of reasons, including the purposes of our records and to ensure that we provide the best possible online experience for those visiting the site, Mobile app, and USSD, as well as sharing the data with our affiliated third parties where e.g. delivery of products is requested. You warrant that any personal data you submit is accurate and complete, and you do consent to and authorize the Company to process your personal data.

For the avoidance of doubt, this section shall apply to all visitors to the site, Mobile app, and USSD even if the visitor has not created an account. Kasha shall not provide such information to any third party and shall only disclose such information to a Government authority if required to do so by Kenya Law but shall only provide such information as is requested by the relevant Government authority.

By using our Site / Mobile app, and the acceptance of these Terms and Conditions, you consent to receive communication from Kasha through SMS, email and in-app notifications, including order summaries / information or delivery updates. These messages will be relayed to you free of charge. You may opt out at any time. Please note that anyone who has access to your mobile phone or email address may also be able to see this information.

For more information, please visit our [Privacy Policy](#)

Cancellation

An item may be cancelled up until payment has been processed. Once payment has been processed, the Product is considered purchased and subject to the conditions related to purchased Products as set out in the Terms.

Intellectual Property

Kasha shall remain the owner of all logos, brands, slogans and content posted on the site, Mobile app, and USSD and such intellectual property shall not be used by a third party without the permission of Kasha. Except as specifically provided for on this site or in writing by Kasha, any reproduction, distribution, replication or retransmission of any information, data, text, illustration, image, photograph, video or audio sequence, logo and/or code contained on this site without the prior written consent of Kasha is strictly prohibited.

Code of Conduct

You may not use this site / mobile app or any material appearing therein for or in conjunction with any illegal, unlawful or immoral purpose or as prohibited by these terms and conditions.

You warrant that you will comply with all the laws, rules and regulations regarding online conduct in Kenya. You warrant that you will adhere to generally acceptable Internet and electronic mail etiquette.

Some non-exhaustive examples of forbidden actions / practices include engaging in electronic mail spamming, engage in any activities intended to entice, solicit or otherwise recruit users of the site to join an organization or group, take any action aimed at deceiving or misleading any person, attempts to impersonate or misrepresent you or your affiliations, posting anything which is unlawful, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexually explicit, religious or racial slurs, racially, ethnically or otherwise objectionable in any way or threatens or encourages bodily harm or the like or which may violate any person's personality rights. Should you engage in any one or more of the above practices, Kasha will be entitled, without prejudice to any other rights (including criminal complaints) it may have, to, without notice, suspend or terminate your access to the site, products and/or services, as well as charge, invoice and reclaim from you all costs it has incurred pursuant to or arising from your aforementioned activities.

Returns Policy

Considering the nature of the Products sold by Kasha on the site, call center, Mobile app, and USSD the Customer acknowledges that Products cannot be returned to Kasha after purchase and as such, no refunds are applicable for such Products. The no-return and no-refund policy is applicable to all Products without exception subject to manufacturing defects / failures and / or any other exceptional circumstances as determined by Kasha, outlined in "Exclusion of Liability" hereinabove.

Security of Personal information

Kasha will take all reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information. However, you acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

Links to Other Web Sites

Our site and USSD may contain links to third-party web sites or services that are not owned or controlled by us.

Kasha affirms that it has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. Kasha shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Applicable Law and Jurisdiction

These Terms and Conditions and your use of the Kasha Site / Mobile app and its content will be governed by and construed in all respects in accordance with the laws of Kenya.

Contact Information

If you have any questions about these Terms, please contact us through the contact details listed on our website, Mobile app, and USSD. We endeavor to reply to any queries as soon as possible.